

Onlay: An occlusal rest or restoration that is extended to cover the entire surface of the tooth. It often is used to restore lost tooth structure and increase height of tooth.

Orthodontics: The branch of dentistry primarily concerned with the detection, prevention and correction of skeletal or dental malocclusions. Commonly, straightening teeth.

Partial denture: A prosthesis that replaces one or more, but less than all, of the natural teeth and associated structures and that is supported by the teeth and/or the gums; may be removable or fixed, one side or two sides.

Periapical: Enclosing or surrounding the tissues and bony sockets of the teeth.

Pontic: The part of a fixed bridge which is suspended between the abutments and which replaces a missing tooth or teeth.

Prophylaxis: The removal of tartar and stains from the teeth; cleaning of teeth by a dentist or dental hygienist.

Prosthesis: An artificial replacement of one or more natural teeth and/or associated structures.

Restoration: A broad term applied to any inlay, crown, bridge, partial denture, or complete denture that restores or replaces loss of tooth structure, teeth or oral tissue; the term applies to the end result of repairing and restoring or reforming the shape, form and function of part or all of a tooth or teeth.

Root canal therapy (endodontic therapy): Treatment of a tooth having a damaged pulp or root; usually performed by completely removing the pulp, sterilizing the pulp chamber and root canals, and filling these spaces with sealing material.

Scale: To remove calculus (tartar) and stains from teeth with special instruments.

Topical: Painting the surface of teeth, as in fluoride treatment, or application of a cream-like anesthetic formula to the surface of the gum.

EXHIBIT 3 OF APPENDIX A



**THE BELLSOUTH
GROUP LIFE PLAN**

SUMMARY PLAN DESCRIPTION

REVISED JULY, 1988

CERTIFICATE OF INSURANCE

Ætna Life Insurance Company of Hartford, Connecticut underwrites the following parts of the plan:

Life insurance for regular employees and retired employees other than Class I retired employees

Life insurance amounts up to \$50,000 for Class I retired employees

Accidental death and dismemberment insurance for regular employees

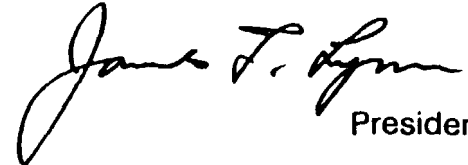
Any reference to "insurance" in the booklet means only the parts of the plan underwritten by Ætna Life Insurance Company. The booklet describes the main parts of the group insurance policy GP-600000. The booklet is not the contract of insurance. The complete terms of the plan provided by insurance are set forth in the group insurance policy. The terms of the group insurance policy will govern.

The insurance benefits and main provisions of the group insurance policy as described in the booklet are effective only if:

You are eligible for insurance; and you become insured; and you remain insured as required in the insurance policy.

If you become insured, the provisions of the booklet which describe insurance benefits will become your certificate of insurance; and replace and supersede any and all certificates of insurance issued by Ætna under the group insurance policy.

ÆTNA LIFE INSURANCE COMPANY



President

GLH-600000

PARTICIPATING COMPANIES

The Group Life Plan is available to the following Companies (referred to in this booklet as the "Company") who are eligible for coverage under this Plan:

BellSouth Advanced Systems, Inc.
BellSouth Advertising & Publishing Corporation
BellSouth Corporation
BellSouth D.C., Inc.
BellSouth Enterprises, Inc.
BellSouth Financial Services Corporation
BellSouth Government Systems, Inc.
BellSouth Information Systems, Inc.
BellSouth International, Inc.
BellSouth Mobility Inc
BellSouth Services
BellSouth Systems Technology, Inc.
South Central Bell Advanced Systems, Inc.
South Central Bell Telephone Company
Southern Bell Advanced Systems, Inc.
Southern Bell Telephone & Telegraph Company
Sunlink

This list of Participating Companies may be changed from time to time. You may contact your Benefit Office if you have any questions about whether your employer is a Participating Company.

INTRODUCTION

The Group Life Plan has a two-fold purpose. It is designed to assist your family through a trying financial period in case of your death either before or after retirement. It also helps financially if you should lose sight or limb as a result of an accident while an active employee.

The Group Life Plan provides two types of insurance at no cost to the eligible employee:

- Life Insurance
- Accidental Death and Dismemberment (AD&D)

The Group Life Plan was originally adopted on March 11, 1957 and has been amended several times since. This booklet contains the most recent changes to the Plan as of July 1, 1988. Supplementary Life Insurance, underwritten by Aetna Life Insurance Company, has been discontinued for all employees, except certain totally disabled former employees as specified in Section 8, effective June 30, 1987. Effective January 1, 1987, the Company assumed complete financial liability as to amounts equal to the excess, if any, of life coverage over \$50,000 provided for Class I retired employees. These benefits are not insured with Aetna Life Insurance Company, but will be paid from the Company's funds. Aetna will continue to provide certain administrative services including processing claims for these benefits.

The term "Class I retired employee" means each retired employee other than an employee who both (i) had attained age 55 on or before January 1, 1984 and (ii) either was employed by the Company at any time during 1983 or retired from the Company on or before January 1, 1984.

The term "life insurance" means the amount of life coverage underwritten by Aetna.

The term "Company-funded life coverage" means any excess of life coverage for Class I retired employees over \$50,000 for which the Company is financially liable.

Your certificate of insurance is contained on page i of the booklet.

CONTENTS

	<u>Page Number</u>
Section 1. Eligibility Active Employees Retired Employees Disabled Former Employees Employees on Approved Leaves of Absence Laid Off Employees	1
Section 2. Coverage Levels Active Employment Retirement Disability Approved Leave of Absence Layoff	3
Section 3. Beneficiaries	14
Section 4. Assignment of Life Coverage	15
Section 5. Reporting Claims	16
Section 6. Payment of Claims	17
Section 7. Umbrella Provision (Retired Before 1-1-58)	18
Section 8. Special Supplementary Insurance Continuation for Certain Totally Disabled Employees	19
Section 9. Termination and Conversion of Insurance	20
Section 10. Other Facts About the Plan	22

**Section 11. Additional Information Provided
By BellSouth Corporation
Procedure to Obtain Benefits
Requesting a Review of Claims
Denied in Whole or In Part
Your Rights Under ERISA**

**Page
Number**
25

SECTION 1. ELIGIBILITY

ACTIVE EMPLOYEES

As a "regular employee" of the Company, you are covered by the Group Life Plan after you complete six months of service. "Regular employee" means a full-time or part-time employee engaged for the usual activities of the business and whose employment is reasonably expected to be permanent at the time he or she is engaged. (Certain Third Country National or Local National employees of BellSouth International, Inc. are excluded from coverage.)

To enroll in the Group Life Plan, you must complete and sign an enrollment form on which you name your beneficiary or beneficiaries (Section 3). Coverage is effective after you complete six months of service and have enrolled.

If you are both disabled and away from work on the date your coverage would begin, the coverage will be delayed until you return to work.

Enrollment forms are available from either your Payroll Office or your Benefit Office.

RETIRED EMPLOYEES

As a "retired employee", you are covered by the Group Life Plan. "Retired employee" means a former employee who has retired and upon retirement was granted a service or disability pension under and pursuant to a BellSouth Corporation pension plan. A former employee who is eligible for or who receives a deferred vested pension shall not be considered a retired employee.

LONG TERM DISABILITY (LTD) ELIGIBLES

As a former employee who is not pension eligible, but is eligible to receive benefits under a long term disability (LTD) plan of the Company (regardless of whether you are actually receiving LTD benefits), you may be covered by the Group Life Plan consistent with the provisions described in Section 2 of this summary plan description.

EMPLOYEE ON AN APPROVED LEAVE OF ABSENCE

If you have at least six months service and are on a Company approved leave of absence other than Military, you are covered by the Group Life Plan consistent with the provisions described in Section 2.

LAI D OFF EMPLOYEE

If you are in layoff status, you are covered by the Group Life Plan consistent with the provisions described in Section 2.

SECTION 2. COVERAGE LEVELS

DURING ACTIVE EMPLOYMENT

During your active career with the Company, your coverage provides:

- life insurance equal to one year's annual base pay rounded to the next higher \$1,000
plus
- an equal amount of accidental death and dismemberment (AD&D) insurance.

AD&D insurance provides active employees with added coverage for death or dismembering injuries caused by an accident. There is no AD&D insurance after retirement.

"Annual base pay" means your annual rate of pay as determined by the Company. Bonuses, incentives, merit awards when they are a permanent part of your compensation and all voluntary salary deferrals, both qualified and non-qualified are included; whereas tour differentials and any other differentials regarded as temporary or extra payment are excluded when determining the amount of your life and AD&D coverage. If you are paid hourly or weekly, multiply your normal weekly base pay by 52.2 to get your yearly rate; if you are paid monthly, multiply by 12.

If you are entitled to a change in the amount of your coverage due to a change in your annual base pay, the change will be effective at the same time your new pay rate becomes effective, except that if you are both disabled and away from work on that date, any increase in coverage will be delayed until you return to work.

Your Group Life Plan coverage is determined in accordance with the following schedule expressed in thousands of dollars. If you sustain accidental bodily injury and die within 90 days after that accident, your beneficiary(ies) will receive 100% of your AD&D insurance. This is in addition to your life coverage.

Schedule of Insurance

Annual Base Pay	Life Coverage (\$000)	Plus AD&D (\$000)	Total Possible Protection (\$000)
Under \$3,000	\$ 3	\$ 3	\$ 6
\$3,000 but under \$4,000	4	4	8
\$4,000 but under \$5,000	5	5	10
\$5,000 but under \$6,000	6	6	12
\$6,000 but under \$7,000	7	7	14
\$7,000 but under \$8,000	8	8	16
\$8,000 but under \$9,000	9	9	18
\$9,000 but under \$10,000	10	10	20
		etc. in steps of \$1,000	

If as a result and within 90 days of the accident, however, you lose sight or limb, you will receive all or part of your AD&D insurance, depending on the extent of your loss as follows:

One hand, one foot, or the sight of one eye.

50% of your AD&D insurance

Any two of the above

100% of your AD&D insurance

"Loss of hand or foot" means severance at or above the wrist or ankle joint. "Loss of sight" means the entire and irrecoverable loss of sight of the eye.

AD&D insurance is payable whether the accident occurs on or off the job. However, benefits are not payable for losses caused by disease or its treatment, intentionally self-inflicted injury, or any act of war, for suicide, whether the individual is sane or insane, or by bodily or mental infirmity.

Not more than 100% of your AD&D insurance amount will be payable for all losses—including death—resulting from any one accident. However, AD&D insurance payable for dismemberment does not reduce life coverage in any way.

DURING RETIREMENT

When you retire on a service or disability pension, your life coverage (but not AD&D) will continue in accordance with one of the provisions described in this sub-section. Life insurance is subject to change or termination according to the terms of the group insurance policy. Company-funded life coverage is subject to change or termination according to the plan description on file with the company.

"Normal retirement date" means the date on and after your 65th birthday on which you retire but in no event later than the last day of the calendar month in which your 65th birthday occurs. If you continue to work beyond age 65, your "normal retirement date" is still the last of the month of your 65th birthday.

AD&D insurance stops at retirement, regardless of age. Also, life coverage is not available to anyone who leaves the Company with a deferred vested pension.

Your Retirement Date	Your Age at Retirement	Provisions
----------------------	------------------------	------------

1. Prior to 8/7/77	Any Age	Your life coverage was reduced 10% each year on the anniversary of your retirement to a maximum reduction of 50% of the life coverage you had when you retired.
--------------------	---------	---

Effective 8/7/77, the reduction rule is applied on the anniversary of your 65th birthday. Therefore, if on 8/7/77, your life coverage was greater than 50% of the life coverage you had when you retired, no further reductions are made until you reach the age that corresponds to the reduction rule applicable to those employees who retired on or after 8/7/77.

For example, if you retired on 6/1/76 at age 50 with life coverage in the amount of \$15,000, your life coverage

Your Retirement Date	Your Age at Retirement	Provisions
----------------------	------------------------	------------

		\$15,000 from 6/1/76 to 6/1/77
		13,500 from 6/1/77 to age 67
		12,000 from age 67 to age 68
		10,500 from age 68 to age 69
		9,000 from age 69 to age 70
		7,500 beginning at age 70

2. On or after 8/7/77 (On "Normal Retirement Date")	65
---	----

The full amount of your life coverage (but not AD&D) continues during your first year of retirement. Effective the first of the month following your 66th birthday, this coverage is reduced by 10%. On each of the next four anniversaries of that reduction, your coverage is reduced by the same amount. Thereafter, 50% of the life coverage (but not AD&D) you had when you retired continues.

Your Retirement Date	Your Age at Retirement	Provisions
3. On or After 8/7/77 (Prior to "Normal Retirement Date")	Less than age 65	The full amount of life coverage (but not AD&D) continues in full until your 66th birthday when it is reduced by 10%. On each of the next four anniversaries of that reduction, your coverage is reduced by the same amount. Thereafter, 50% of the life coverage (but not AD&D) you had when you retired continues.

For example, if your life coverage at retirement equals \$15,000, you will have:

\$15,000 until you reach age 66
 13,500 from age 66 to age 67
 12,000 from age 67 to age 68
 10,500 from age 68 to age 69
 9,000 from age 69 to age 70
 7,500 beginning at age 70

Your Retirement Date	Your Age at Retirement	Provisions
4. On or After 1/1/79, but prior to 8/10/80 (Beyond "Normal Retirement Date")	Beyond 65	Your life coverage at retirement equalled the coverage in force on your "Normal Retirement Date." Effective the first of the month following your 66th birthday, your life coverage was reduced by 10%. On each of the next four anniversaries of that reduction, your coverage was reduced by the same amount to a maximum reduction of 50% of the life coverage you had on your "Normal Retirement Date."

Your Retirement Date	Your Age at Retirement	Provisions
5. On or After 8/10/80, but prior to 1/1/87 (Beyond "Normal Retirement Date")	Beyond 65	Your life coverage at the time of your retirement was reduced 10% for each year you were beyond your 65th birthday to a maximum reduction of 50%. If, after that reduction, your life coverage was 50% of the life coverage you had when you retired, no further reductions were made. Otherwise, your life coverage was reduced further by 10% effective on the first of the month following your birthday to a maximum of 50% of the life coverage you had when you retired.

Your Retirement Date	Your Age at Retirement	Provisions
6. On or After 1/1/87 (Beyond "Normal Retirement Date")	Beyond 65	Your life coverage (but not AD&D) will continue in full until your next birthday when it is reduced. This reduction will continue on each subsequent birthday until your coverage is reduced to 50% of the life coverage you had at age 65. The initial reduction will be cumulated as if you had retired at age 65.

For example, your birthday is 5/1 and at age 65 your life coverage equals \$20,000. You retire on 7/1/89 at age 68 with life coverage in the amount of \$21,000. After retirement, you will have:

\$21,000 from 7/1/89 to 5/1/90 (age 69)
 12,000 from 5/1/90 to 5/1/91 (age 70)
 10,000 beginning on 5/1/91 or at age 70

DURING DISABILITY

If you become totally disabled and are not yet eligible to retire on a disability or service pension, your Group Life Plan coverage can continue through payment by your Company of premiums to Aetna while the group policy remains in force. This continuation can be for part or all of the time you are disabled depending on whether you receive accident disability benefits or sickness disability benefits under the Sickness and Accident Disability Benefit Plan. This feature will not continue coverage beyond the following limits.

- If you receive accident disability benefits, your life and AD&D coverage may continue in force as long as you receive these disability benefits.
- If you receive sickness disability benefits, your life and AD&D coverage may continue while you are receiving these disability benefits.
- When sickness disability benefits stop (after a maximum of 52 weeks), your life coverage (but not AD&D) may continue at no cost to you — as long as you remain totally disabled — for one to three years depending on your term of service, as follows:

under 5 years	1 year
5 but under 10 years	2 years
10 but under 15 years	3 years

To keep this insurance coverage, satisfactory proof of disability is required.

Your AD&D insurance stops when your sickness disability benefits stop.

DURING APPROVED LEAVES OF ABSENCE

If you have at least six months of service and are on a Company-approved leave of absence other than a military leave, the coverage you had prior to the leave will remain in force for the duration of the leave at no cost to you.

If you enter the armed forces for regular duty or for training (more than 1 month), your life and AD&D coverage will stop at the end of the month in which you start your military leave.

DURING LAYOFF

Should you be laid off, your coverage will continue for up to six months from the start of the absence at no cost to you.

If the period of layoff extends beyond six months, all coverage terminates.

SECTION 3. BENEFICIARIES

You may name any person or persons, your estate, almost any organization or your trust as your beneficiary, and you may change your beneficiary at any time. If you wish to make such a change, contact your Payroll or Benefit Office to obtain the appropriate form. If you are eligible for any Company-funded life coverage as a Class I retired employee, your beneficiary for this coverage will be the same as for your life insurance.

If you name more than one beneficiary, be sure to indicate the share of your coverage payable to each. If you do not indicate otherwise, they will share equally.

SECTION 4. ASSIGNMENT OF LIFE COVERAGE

You may make an irrevocable gift assignment of Group insurance and Company-funded life coverage if both the Company and Aetna consent. This means you may name someone else as owner of the policy even though it is your life that is covered.

If you make an assignment, you give up all rights, title, interest and ownership, both present and future, relative to the coverage. The assignment cannot later be revoked by you. The person to whom you assign your coverage has the absolute and continuing right to name beneficiaries or to exercise any other privileges which would have been otherwise available to you.

Because of the various legal and tax implications involved, you may wish to consult both your lawyer and tax advisor before taking any such action. If you wish to make an assignment, you can get the appropriate forms from your Benefit Office. All requests for assignment forms must be made in writing.

SECTION 5. REPORTING CLAIMS

Written proof of loss on which an AD&D claim may be based must be given to Aetna not later than ninety days after the date of loss. Written proof of loss on which a life claim is based must be given to Aetna promptly.

Failure to furnish proof within the time provided will not invalidate or reduce any claim if it can be shown that it was not reasonably possible to furnish such proof and that such notice or proof was furnished as soon as was reasonably possible, but not later than one year after the time it was required, unless you are legally incapacitated. Otherwise, late claims will not be covered.

Aetna will have the right and opportunity to have a physician designated by it to examine your person when and as often as it may reasonably require during the pendency of claim, and also, the right and opportunity to have an autopsy made in case of death where it is not forbidden by law.

No action at law or in equity may be brought against the Aetna after three years from the expiration of the time within which proof of claim is required. This applies to AD&D, but not to life coverage.

SECTION 6. PAYMENT OF CLAIMS

Your life coverage is payable to your named beneficiary or beneficiaries in the event of your death. If there is no living beneficiary named at the date of your death, your coverage will be payable to your estate, provided that the Aetna may, in such case, at its option, pay such amount to any one of the following classes equally in order, as beneficiary of the employee or of the retired employee: spouse, children, parents, and payment so made shall completely discharge Aetna's obligation with respect to the amount of coverage so paid.

Actual payment of the life insurance and accidental death proceeds at death will be paid in a lump sum unless you or your beneficiary elected some other method of settlement permitted by Aetna. An employee's election will take precedence over a beneficiary's election.

Any Company-funded life coverage will be paid in lump sum.

If you receive accidental dismemberment insurance, it is paid to you in lump sum.

**SECTION 7. UMBRELLA PROVISION
(RETIRED BEFORE 1-1-58)**

Employees who were retired on pension prior to the effective date* of the Plan are covered under the Group

~~Life Plan as shown in the following schedule:~~

**SECTION 8. SPECIAL SUPPLEMENTARY
INSURANCE CONTINUATION
FOR CERTAIN DISABLED
FORMER EMPLOYEES**

Your Supplementary Life Insurance may continue further

SECTION 9. TERMINATION AND CONVERSION OF INSURANCE

TERMINATION OF INSURANCE

Your Plan coverage stops if your employment terminates for reasons other than retirement on a service or disability pension, total disability (non-pension eligible), or layoff. Coverage stops on the last day of the month in which your employment ends.

Coverage also stops on the last day of the month in which:

- You begin a Military leave for regular duty or Armed Forces Training leave (in excess of 1 month)
- Your extended coverage due to layoff ends
- Your extended coverage due to total disability (non-pension eligible) ends

CONVERSION OF INSURANCE

During the 31 days following the termination of your insurance, you may be able to convert part or all of your life insurance (but not AD&D) to an individual policy—without taking a medical examination. If you should die during this 31 day period and before the individual policy becomes effective, the maximum amount that you were entitled to apply for under the individual policy will be payable.

All of your Plan insurance under the Group Life Plan will automatically stop if this Plan is discontinued as to your employee class, regardless of any continuation provided elsewhere in this booklet. In such a case, the conversion privilege may be available if your life insurance has been in force under the Group Life Plan for at least 5 consecutive years prior to such discontinuance, but the amount of the

individual policy will be limited to the amount of your life insurance under the Plan at the time of discontinuance, less any group life insurance made available to you by the Company within 31 days, up to a maximum of \$2,000.

If you become eligible for conversion and wish to apply, you must contact your former Payroll Office. The Payroll Office will furnish you the necessary forms, with the Company's portion completed, along with instructions for your handling with Aetna.

If you convert your insurance, you may select any kind of personal life insurance policy then customarily being issued by Aetna for the amount being converted and for your age (nearest birthday) on the date of issue. A term policy is available for a period of one year. It will not have disability or other extra benefits. If a term policy has been requested and certain requirements have been met, you may elect to have the effective date of a non-term policy deferred for one year.

SECTION 10. OTHER FACTS ABOUT THE PLAN

NOTES

PLAN CONTINUANCE

The Company currently intends to continue the Group Life Plan for active employees, retirees and other eligible employees, but reserves the right to amend or terminate it at any time, subject to any collective bargaining agreements. Should the Plan be discontinued, claims based on events preceding the date of discontinuance will be honored.

The benefits described in this booklet reflect the provisions of the Group Life Plan as outlined in the current agreements, if any, between the Companies and the various unions representing employees of those Companies in collective bargaining units. Copies of these agreements are distributed or made available to employees covered by them upon request.

PLAN DOCUMENTS

This booklet is a summary of the Group Life Plan and does not attempt to cover all details. Specific details are contained in the Group Life Policy between Aetna Life Insurance Company and BellSouth Corporation which legally governs the operation of the Plan at all times. The certificate of insurance is on the inside front cover of this booklet.

If you have any questions about the terms of the Plan or about the proper payment of benefits, your Company will direct you to a local Aetna Claim Office for answers to them. Otherwise you may write to the following address:

Aetna Life Insurance Company
151 Farmington Avenue
Hartford, CT 06156
Attn: Underwriting Department

NOTES

ADDITIONAL INFORMATION PROVIDED BY BELLSOUTH CORPORATION

The following information is not a part of your booklet. Your Plan Administrator has determined that this information together with the information contained in your booklet is the "Summary Plan Description" required by ERISA. In furnishing this information, Aetna is acting on behalf of your Plan Administrator who remains responsible for complying with the ERISA reporting rules and regulations on a timely basis.

The Plan is classified under the definitions of the Employee Retirement Income Security Act of 1974 (ERISA) as a "welfare plan" providing death and specific dismemberment benefits. Life insurance and accidental death and dismemberment coverage are provided by Aetna Life Insurance Company. Amounts by which life coverage exceeds \$50,000 with respect to a Class I retired employee are funded by the Company.

The Summary Plan Description has been designed to communicate to each participant certain information and facts concerning your Group Life Plan. It describes what benefits your Group Life Plan provides and who is responsible for the operation of the Plan, and advises you of your obligations and rights under the Plan. Please read it carefully and share it with your family. We also suggest you keep the booklet handy for ready reference.

PLAN ADMINISTRATOR

The Plan Administrator is BellSouth Corporation; Room 13G07; 1155 Peachtree Street, NE; Atlanta, Georgia 30367-6000, telephone number (404) 249-2355.

BellSouth has delegated responsibility for handling Plan administrative services for each Participating Company as follows:

- BellSouth Corporation
- BellSouth D.C., Inc.
Secretary
BellSouth Enterprises' Benefit Committee
13G07 Campanile
1155 Peachtree Street, N.E.
Atlanta, Georgia 30367-6000
Telephone: 404-249-2355
- BellSouth Enterprises, Inc.
- BellSouth Financial Services Corporation
- BellSouth Government Systems, Inc.
- BellSouth Information Systems, Inc.
- BellSouth International, Inc.
- BellSouth Systems Technology, Inc.
- Sunlink
Secretary
BellSouth Enterprises Employees' Benefit Committee
7B02 Campanile
1155 Peachtree Street, N.E.
Atlanta, Georgia 30367-6000
Telephone: 404-249-4175

- BellSouth Advanced Systems, Inc.*
- Southern Bell Advanced Systems, Inc.*
- South Central Bell Advanced Systems, Inc.*
Assistant Secretary
BellSouth Enterprises Employees' Benefit Committee
Suite 1400
3000 Riverchase Galleria
Birmingham, Alabama 35244
Telephone: 205-972-1814
- BellSouth Advertising & Publishing Corporation
Assistant Secretary
BellSouth Enterprises Employees' Benefit Committee
59 Executive Park South, N.E.
Atlanta, Georgia 30329
Telephone: 404-982-7027
- BellSouth Mobility Inc
Assistant Secretary
BellSouth Enterprises Employees' Benefit Committee
Suite 600
5600 Glenridge Drive
Atlanta, Georgia 30342
Telephone: 404-847-3613
- BellSouth Services
Secretary
BellSouth Services Employees' Benefit Committee
South E7H-3
3535 Colonnade Parkway
Birmingham, Alabama 35243
Telephone: 205-977-1274

* Effective 1-1-89, you should contact your supervisor for your administrator.

- Southern Bell Telephone & Telegraph Company
Secretary
Southern Bell Employees' Benefit Committee
42P75 Southern Bell Center
675 West Peachtree Street, N.E.
Atlanta, Georgia 30375
Telephone: 404-529-8611

- South Central Bell Telephone Company
Secretary
South Central Bell Employees' Benefit Committee
600 North 19th Street
Birmingham, Alabama 35201
Telephone: 205-321-3513

PROCEDURE TO OBTAIN BENEFITS

All claim forms that may be needed to obtain benefits under the Group Life Plan may be secured from your Benefit Office. They will also be ready to answer questions about the insurance benefits and to assist your beneficiary in filing claims.

Instructions on the claim form should be followed carefully. This will expedite processing the claim. All questions should be answered fully, including the completion or attachment of any required medical statements and certificates of death.

The completed claim form should be returned to your Supervisor who will forward it to your Benefit Office for appropriate handling.

When the claim has been processed and allowed by the insurance company, your beneficiary will receive a check

based on the payment method selected. If any benefits have been denied, a written explanation will also be sent.

If there are any questions about a claim payment, an explanation may also be requested from your Benefit Office.

In the case of a claim for accidental dismemberment benefits, you should follow the same procedures outlined above for your beneficiary in filing a claim.

REQUESTING A REVIEW OF CLAIMS DENIED IN WHOLE OR IN PART

If a claim for benefits is denied, either in whole or in part, you or your beneficiary(ies) will receive written notification from the Aetna Life Insurance Company. This written notification will include:

1. The specific reason or reasons for the denial;
2. Specific reference to pertinent provisions on which the denial is based;
3. A description of any additional material or information necessary for the claimant to perfect the claim and an explanation of why such material or information is necessary and;
4. Appropriate information as to the steps to take if you, your beneficiary(ies) or a duly authorized person representing you or your dependent wish to submit the claim for review.

However, if you do not hear from the Aetna Life Insurance Company within 90 days after it receives your claim, submitted according to the procedures on page 28 of this section, your claim is considered denied.

If a claim for benefits is denied or you or your beneficiary(ies) feel you have been treated unfairly with respect to the Plan, you, your beneficiary(ies) or other duly authorized person may appeal this denial or other action in writing within 60 days after your receipt of notification of Aetna's decision or, if no such notification is received, within 60 days after the 90 day period discussed previously has lapsed. Written request for review of any denied claim or other dispute matter should be sent directly to the Aetna Life Insurance Company at the address listed on Page 22. The person sending the request has the right to:

1. Review pertinent plan documents which may be obtained by following the procedures described in this booklet under "Plan Documents", pages 31-32.
2. Send to the Aetna Life Insurance Company a written statement of the issues and any other documents in support of the claim for benefits or other matters under review.

The Aetna Life Insurance Company will provide a written response to the appeal within 60 days after it is received. However, the Aetna Life Insurance Company has the exclusive right to interpret the provisions of the Plan, so its decision is conclusive and binding. In any case, as a participant or participant or a beneficiary(ies) of a participant in the Plan, you may have further rights under the Employee Retirement Income Security Act of 1974, as described in the section of this booklet entitled "Your Rights Under ERISA."

Legal Service

Service of legal process in a cause of actions with respect to any and all the provisions of the insurance contract should be directed to the insurance company at Aetna Life

Insurance Company, 151 Farmington Avenue, Hartford, Connecticut, 06156. Service of legal process concerning the Plan should be directed to the appropriate Benefit Committee Secretary or Assistant Secretary listed on pages 26-28 under "Plan Administrator."

Payment of Benefits

The Aetna Life Insurance Company pays the benefits provided under the Group Life Plan.

Plan Records

The Group Life Plan and all of its records are kept on a calendar year beginning January 1 and ending December 31 of each year.

Plan Identification Numbers

The Plan is identified by the following numbers under Internal Revenue Service rules:

58-1533433

Employer Identification
Number—assigned by the IRS

541

The Plan Number—assigned by
the Company

Plan Documents

The group insurance policy and the annual report of the Plan operations are available for review by Plan participants or their beneficiaries at your Benefit Office during normal working hours.

If participants are unable to examine these documents there, they should write to the Benefit Committee Secretary or Assistant Secretary listed on pages 26-28, under "Plan Administrator" specifying the documents to be examined

and at which Company work location they wish to examine them. Copies of such documents will be made available for examination at that work location within 10 days of the date the request was received.

At any time, participants may request copies of any Plan documents by writing to the Benefit Committee Secretary or Assistant Secretary listed on pages 26-28 under "Plan Administrator." They will be charged a reasonable fee for copies of the documents requested, and the documents will be furnished within 30 days.

YOUR RIGHTS UNDER ERISA

As a participant in the Group Life Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all Plan participants shall be entitled to:

1. Examine, without charge, at the Plan Administrator's office and at other specified locations, all plan documents, including insurance contracts, collective bargaining agreements and copies of all documents filed by the Plan with the U.S. Department of Labor, such as detailed annual reports.
2. Obtain copies of all Plan documents and other Plan information upon written request to the Plan Administrator. The Administrator may make a reasonable charge for such copies.
3. Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.

In addition to creating rights for Plan participants, ERISA imposes duties upon the people who are responsible for

the operation of the employee benefit plan. The people who operate your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Plan participants and beneficiaries. No one, including your employer, your union or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a benefit or exercising your rights under ERISA.

If your claim for a benefit under this Plan is denied in whole or in part you must receive a written explanation of the reason for the denial. You have the right to formally appeal a denial for review and reconsideration.

Under ERISA, there are steps you can take to enforce the rights outlined above. For instance, if you request materials from the Plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$100 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or federal court. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees if, for example, it finds your claim is frivolous.

If you have any questions about your Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, you should contact the nearest Area Office of the Pension and Welfare Benefits Administration, U.S. Department of Labor.

EXHIBIT 4 OF APPENDIX A